## North Bay Golden Doodles Puppy Purchase and

## Health Guarantee for Goldendoodle puppy

The agreement made the [day of the month] day of [Month, Year], between:

[Name of buyer], hearafter known as "the Buyer" "You" or "Your"

Address: [Address of the buyer]

Phone: [Phone number of the buyer] Email: [email of the buyer]

**AND** 

North Bay Golden doodles, hearafter known as "The Breeder" "We" or "Our"

Address: 3007 Eagles Nest Ct., Vacaville, CA 95688

Phone: 925.239.6204 Email: <a href="mailto:nbgoldendoodles@gmail.com">nbgoldendoodles@gmail.com</a>

For the sale of a puppy, hearafter known as "The Dog"

Breed: goldendoodle Litter Name: Flavors n spice

Date of Birth: 10/19/2024 Sex: [ ]

Sire Name: Spud Dam Name: Leah

Bred by Seller: Yes State of Health: Good

- 1. Deposit, Payment of Purchase Price, Fees:
- 1.1 The Buyer has paid a non-refundable application fee of \$250.00.
- 1.2 The total purchase price for the dog is \$1500.00 (minus the application fee).
  All charges related to office health certificates, DNA testing or
  shipping/delivery are the responsibility of the Buyer.
- 1.3 The expected pickup/deliver date of the Dog is [ ], or such other date as the parties may mutally agree.
- 1.4 A boarding fee of \$25.00 per day will be charged for each day the Dog is boarded by the Breeder past the agreed delivery date.
- 2. The Breeder's responsibilities
- 2.1 The Breeder warrants that the Dog is a GOLDENDOODLE that is registerable to the Goldendoodle Association of North America (GANA). The Dog's parents are a Poodle and a Goldendoodle. The parent's ancestry has been proven either through DNA and/or AKC pedigree.
- 2.2 The Breeder guarantees that the Dog will be examined by a veterinarian and issued a certificate of good health before delivery (the health exam will be at approximately 7 weeks of age. An unofficial health certificate from said veterinarian shall be provided to the Buyer at the time they take possession of the Dog.

- 2.3 The Breeder guarantees that the Dog will be healthy and free of disabling genetic diseases as prescribed in this contract and stated in the guarantee below:
  - 3. The Initial Health Guarantee
  - 3.1 The Breeder guarantees that the Dog will be in good health at the time of delivery (or when shipping, at the time of shipment.) The Breeder provides the following seventy-two (72) hour guarantee during which time the buyer is encouraged to have the Dog checked by a licensed veterinarian (at the Buyer's expense.) The Breeder guarantees the health of the Dog for two years within the confines of the following:
  - 3.1.1 If the veterinarian finds any preexisting serious or life-threatening problem with the Dog, the Buyer may return the Dog to the Breeder within 48 hours of the exam for either:
  - 3.1.1.1 A full refund of the original purchase price, minus all shipping costs.The refund does not include expenses incurred by the Buyer
  - 3.1.1.2 OR The Dog may be exchanged for a similar Dog as soon as one is available (all shipping expenses to be paid by the Buyer.)
  - 3.1.2 Should the Dog be found to have a minor preexisting condition by a licensed veterinarian during the 72-hour period, the Buyer will contact

- the Breeder not later than 24-hours after this period. The Breeder will be responsible for the costs of medications only up to the amount of \$100.00.
- 3.1.3 The Breeder is unable to provide replacements or refunds on any dogs that are harmed or become ill during shipping (The Buyer is encourage to review airline policies regarding liability and insurance.)
- 3.1.4 The Breeder is not responsible to cover the cost of treatment for giardia, coccidian, fleas, ticks, or other health conditions that the Dog could acquire during the 72-hour period after it leaves the Breeder.Once the Dog has cleared the initial buyer's veterinarian exam OR the 72-hour time frame has passed, it is understood that the Breeder has provided a health Dog to the buyer.
- 3.1.5 This guarantee does not cover shipping expenses. No exchanges or reimbursement regarding the Initial Health Guarantee will be made after the initial 72-hour period ends.
  - 4.0 Genetic Health Guarantee

- 4.1 The Breeder guarantees that the Dog to be free of disabling inheritable genetic defects seriously affecting the quality of life of the Dog, diagnosed on or before 24 months of age, including:
- 4.1.1 Hip dysplasia\* on or before 24 months of age as diagnosed by either OFA (Orthopedic Foundation of Animals), PennHip, or Evet (please note a veterinarian cannot make the diagnosis).
- \*The propensity of any Golden Retriever or Goldendoodle to suffer from hip dysplasia increased with the age of the Dog.
- 4.1.2 The mere potential for hip dysplasia does not constitute a disabling defect. PennHip evaluations estimate the change of a dog having any degree of hip dysplasia in their lifetime, therefore Pennhip results must show evidence of Osteoarthritis or Hip Dysplasia that the Dog is displaying.
- 4.1.3 Progressive Retinal Atrophy (PRA) or other hereditary eye diseases seriously affecting the quality of life on or before 24 months of age as diagnosed by a veterinarian certified by ACVO.

- 4.1.4 Von Willebrands or other inherited disease expressed in the Dog which seriously affects quality of life, on or before 24 months of age as diagnosed by and OFA approved DNA lab.
- 4.2 Should the Dog be found to have a disabling inherited genetic defect requiring treatment, the Buyer shall have the following remedies:
- 4.2.1 Breeder will reimburse the Buyer for the veterinarian prescribed treatment expenses up to 50% the original purchase price of the Dog (excluding shipping costs.)

OR

- 4.2.2 The Breeder will provide a replacement Dog (Buyer is responsible for costs associated with shipping the Dog.)
- 4.3 The Buyer must contact the Breeder for consultation and agreement on course of action PRIOR to any treatments or surgery for disabling genetic defects. Failure to consult and review possible treatment options with the Breeder in this scenario will void this guarantee.
- 4.4 If the Dog is euthanized or in any way disposed of, without a second opinion from the Breeder's veterinarian, the Buyer waives all rights to a replacement puppy or to any financial payment as compensation.

4.5 The above Genetic Health guarantee requires that the Buyer's licensed veterinarian must provide medial proof of any claim to the Breeder (and, if requested, to the Breeder's veterinarian), accompanied by corroborating documentation (x-rays, blood tests, etc.) from an approved source (as stated above) documenting that a disabling genetic defect exists. Additionally, the documentation shall include a statement by the Buyer's veterinarian that unequivocally states that the defect is a hereditary defect that could not have been caused by environmental factors. This documentation will be provided at the Buyer's expense/cost. The Buyer will provide proof of a veterinary expenses and a copy of the paid invoice before reimbursement is provided. All testing and examinations are the responsibility of the Buyer.

## 5. The Buyer's Responsibility

The Buyer agrees:

5.1 The Buyer agrees to take delivery of the Dog on the Dog's eight (8) week birthday by arranged appointment with the Breeder. Due to the home-raised nature of the breeding program and the fact that the Breeder is not a kennel, the Breeder is not able to keep the Dog past the adoption date unless prior arrangements have been made between Breeder and Buyer.

- 5.2 The Buyer agrees not to take the Dog to public places unless reasonable precautions are used to prevent exposure to contagious diseases, and not to socialized the Dog with unvaccinated dogs until a minimum of 10=days after the date of the final set of puppy vaccines. Doing so will void all health guarantees.
- 5.3 All testing, transportation, and veterinary costs are at the Buyer's expense except for where expressly stated in this agreement.
- 5.4 This Health Guarantee is non-transferable. In the case the Dog has been dsold or given away, the Health Guarantee becomes void.
- 5.5 Dogs that have been physically injured are not covered by this guarantee
  5.6 The Dog must be kept current on all vaccinations, heartworm medication,
  worming, flea and tick preventative, and other preventative maintenance as
  recommended by common Veterinary practice for the Dog to remain under
  guarantee. Veterinary health records demonstrating the above, in addition to
  proof of diagnosis, treatment, and payment must be provided if the guarantee is
  to be enforced.
- 5.7 The Buyer agrees to maintain the dog at a proper, healthy weight using highquality dog food and/or supplements appropriate for the size and age of the Dog. The Buyer agrees to limit the use of stairs and agrees not to over exercise the Dog

during the Dog's first year of life. These provisions are so as to prevent bone growth defects and are based on current research.

- 5.8 All veterinary and transportation expenses are the Buyer's responsibility.
- 5.9 The Buyer understands and agrees the Dog is not guaranteed to be hypoallergenic, and that no guarantee is made regarding size, color, or coat.
- 5.10 The Buyer understands and agrees that minor imperfections such as malocclusion (bites), undescended testicles, umbilical hernias, and other cosmetic issues are not covered in this guarantee.
- 5.11 The Buyer agrees that they may be buying a Dog "sight unseen."
- 5.12 The Buyer agrees that all sales are final, except for as noted in this contract under Health Guarantee, and that there will be no refunds made, except as noted in this contract.
- 5.13 The Buyer agrees to notify the Breeder first if it becomes necessary to rehome the Dog at any point during its life.
- 5.14 The Buyer agrees to grant permission for the Breeder to post pictures of the Dog shared with the Breeder on the Internets, unless initialed here

5.15 The Buyer will be responsible for all expenses incurred in repossessing the
Dog including legal fees and up to \$10,000 in fines for breeding a NB Golden
doodle without prior written consent. It is mutually understood and agreed that
any litigation regarding this sale shall be brought about in Solano County,
California.
5.16 The Breeder reserves the absolute discretion and right to refuse or cancel
the sale of the Dog to the Buyer at any time up to delivery.
Buyer's Signature
Print name
Address
City/State/Zip
Phone
E-mailDate
Breeder's signature and Date